

Fill in this information to identify the case:

Debtor 1 Synergy Fabrication, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 19-45206-elm-7

Official Form 410**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|--|--|---|
| 1. Who is the current creditor? | <u>Southwest Metal Treating Corp.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____ | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small> | Where should notices to the creditor be sent? <u>Robert A. Simon</u> <small>Name</small> <u>301 Commerce Street, Suite 3500</u> <small>Number Street</small> <u>Fort Worth, TX 76102</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>817-878-0543</u> <small>Contact email</small> <u>rsimon@whitakerchalk.com</u> | Where should payments to the creditor be sent? (if different) <u>Southwest Metal Treating Corp.</u> <small>Name</small> <u>P.O. Box 6270</u> <small>Number Street</small> <u>Fort Worth, TX 76115</u> <small>City State ZIP Code</small> <small>Contact phone</small> _____ <small>Contact email</small> <u>ryanf@swmt.net</u> |
| <small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____ | | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ | |
| | | Filed on _____ <small>MM / DD / YYYY</small> |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 146,569.56. Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Money loaned - promissory note

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/08/2020
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

| | | | |
|---------------|---|-------------|--------------------------------|
| Name | Robert | Andrew | Simon |
| | First name | Middle name | Last name |
| Title | Attorney | | |
| Company | Whitaker Chalk Swindle & Schwartz | | |
| | Identify the corporate servicer as the company if the authorized agent is a servicer. | | |
| Address | 301 Commerce Street, Suite 3500 | | |
| | Number | Street | |
| | Fort Worth, TX 76102 | | |
| | City | State | ZIP Code |
| Contact phone | 817-878-0543 | | Email rsimon@whitakerchalk.com |

EXHIBIT A

Calculation of Claim

Amount on Petition Date

| | |
|----------------|--------------|
| Principal | \$145,256.16 |
| Interest at 3% | \$ 1,313.40 |
| For 110 Days | \$146,569.56 |

Promissory Note

Date: September 11, 2019

Time: 10:00 a.m. CDT

Borrower: Synergy Fabrication, Inc.

Borrower's Mailing Address:

1432 East Devitt Street
Fort Worth, Texas 76119

Guarantor: Kevin McFarland

Guarantor's Mailing Address:

3103 Paxon Drive
Venus, Texas 76084

Lender: Southwest Metal Treating Corp.

Place for Payment:

P.O. Box 6270
Fort Worth, Texas 76115

Principal Amount: \$145,256.16

Annual Interest Rate: 3%

Maturity Date: September 10, 2020

Annual Interest Rate on Matured, Unpaid Amounts: (3%)

Terms of Payment (principal and interest):

Borrower shall make monthly payments of principal and interest according to the repayment schedule in Exhibit "A". Each payment shall be due on the first (1st) day of each month for a period of twelve (12) months, with the first (1st) payment due October 1, 2019 and the last payment due September 1, 2020. Each payment shall be considered late if received after the fifth (5th) day of each month.

On the Maturity Date of the Promissory Note, all accrued interest and the Principal Amount shall be fully due and payable.

Security for Payment: None

Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount and all accrued interest as stated above. This Promissory Note (the "Note") is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amounts plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

Defaults and Remedies

If Borrower defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to this Note, Lender may declare the unpaid principal balance and any other amounts owed on the Note immediately due. Notwithstanding any other provision of this Note, in the event of a default, before exercising any of Lender's remedies under this Note, Lender will first give Borrower written notice of default and Borrower will have seven (7) days after notice is given in which to cure the default. If the default is not cured seven (7) days after notice, Borrower waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Attorney's Fees

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the Note, but such fees and costs shall be subject to a cap of \$15,000. These fees and costs will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts, but also subject to the \$15,000 cap. Borrower will pay Lender these fees, costs, and interest on demand at the Place for Payment. These fees, costs, and interest will become part of the debt evidenced by the Note.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal.

Other Clauses


Borrower is responsible for all obligations represented by this Note.

When the context requires, singular nouns and pronouns include the plural.

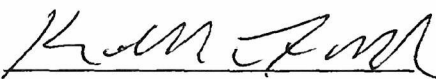
This Note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

[Signature page to follow.]

Borrower: Synergy Fabrication, Inc.

By: 
Kevin McFarland
Its: _____

Guarantor: Kevin McFarland

By: 
Kevin McFarland
Individually

Lender: Southwest Metal Treating Corp.

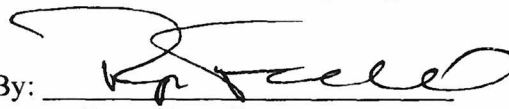
By: 
Ryan Fussell
Its: President

Exhibit "B"**Payment Schedule of Principal and Interest**

| | | | | | |
|-----------------------|-------------------|----------------|------------------|-----------------|----------------|
| Annual Interest Rate | 3.00% | | | | |
| Years | 1 | | | | |
| Payments Per Year | 12 | | | | |
| Amount | \$145,256.16 | | | | |
| | | | | | |
| Payment Number | Due Date | Payment | Principal | Interest | Balance |
| 1 | October 1, 2019 | \$12,302.28 | \$11,939.14 | \$363.14 | \$133,317.02 |
| 2 | November 1, 2019 | \$12,302.28 | \$11,968.99 | \$333.29 | \$121,348.03 |
| 3 | December 1, 2019 | \$12,302.28 | \$11,998.91 | \$303.37 | \$109,349.12 |
| 4 | January 1, 2020 | \$12,302.28 | \$12,028.91 | \$273.37 | \$97,320.21 |
| 5 | February 1, 2020 | \$12,302.28 | \$12,058.98 | \$243.30 | \$85,261.23 |
| 6 | March 1, 2020 | \$12,302.28 | \$12,089.13 | \$213.15 | \$73,172.10 |
| 7 | April 1, 2020 | \$12,302.28 | \$12,119.35 | \$182.93 | \$61,052.75 |
| 8 | May 1, 2020 | \$12,302.28 | \$12,149.65 | \$152.63 | \$48,903.10 |
| 9 | June 1, 2020 | \$12,302.28 | \$12,180.02 | \$122.26 | \$36,723.08 |
| 10 | July 1, 2020 | \$12,302.28 | \$12,210.47 | \$91.81 | \$24,512.60 |
| 11 | August 1, 2020 | \$12,302.28 | \$12,241.00 | \$61.28 | \$12,271.60 |
| 12 | September 1, 2020 | \$12,302.28 | \$12,271.60 | \$30.68 | \$0.00 |